



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JONATHAN E. FREEDMAN
Chief Deputy Director

313 North Figueroa Street, Room 808
Los Angeles, California 90012
TEL (213) 240-8117 • FAX (213) 975-1273

www.publichealth.lacounty.gov



BOARD OF SUPERVISORS

Gloria Molina
First District

Mark Ridley-Thomas
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

May 11, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

32 MAY 11, 2010

SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVAL TO ACCEPT A GRANT AGREEMENT FROM KAISER FOUNDATION HOSPITALS,
SOUTHERN CALIFORNIA REGION AND RATIFY PRIOR ACCEPTANCE OF A GRANT
AGREEMENT FROM CALIFORNIA ENDOWMENT AND EXECUTE TWO TEMPORARY
PERSONNEL SERVICES AGREEMENTS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Approval to accept a Grant Agreement from Kaiser Foundation Hospitals, Southern California Region for the period of April 1, 2010 through April 1, 2012 and ratify prior acceptance of a Grant Agreement from The California Endowment for the period of March 15, 2010 through March 14, 2012, to support the Child Obesity Prevention projects and execute two temporary personnel services agreements.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to accept and execute Grant Agreement (GA) Number 20611817 (Exhibit I) from Kaiser Foundation Hospitals (KFH), Southern California Region to support DPH's Child Obesity Prevention Project (COPP), for a two year period effective April 1, 2010 through April 1, 2012 in the amount of \$200,000.
2. Ratify DPH's, prior acceptance of GA Number 20091776 (Exhibit II) from The California Endowment (TCE) to support the COPP, for a two year period effective March 15, 2010 through March 14, 2012, in the amount of \$100,000.

3. Delegate authority to the Director of DPH, or his designee, to accept and execute future: a) KFH GA for the period of April 1, 2012 through April 1, 2013, with substantially similar terms to GA Number 20611817; and b) TCE GA for the period of March 15, 2012 through March 14, 2013, with substantially similar terms to GA Number 20091776, subject to review and approval by County Counsel and the Chief Executive Office (CEO) and notification to your Board.
4. Delegate authority to the Director of DPH, or his designee, to accept and execute amendments to the KFH and TCE GA's that are consistent with the requirements of the Agreement and that increase or decrease funding up to 25 percent of the award amount or permit the rollover of unspent funds, subject to review and approval by County Counsel and the CEO and notification to your Board.
5. Delegate authority to the Director of DPH, or his designee, to execute a temporary personnel services agreement, substantially similar to Exhibit III, with Public Health Foundation Enterprises, Inc. (PHFE) for the provision of temporary personnel services through April 1, 2012 to support the DPH's COPP in the amount of \$200,000, 100 percent funded by KFH funds, subject to review and approval by County Counsel and the CEO and notification to your Board.
6. Delegate authority to the Director of DPH, or his designee, to execute amendments to the PHFE Agreement, to extend the term through April 1, 2013, allow for the rollover of unspent funds, and/or increase or decrease funding up to 25 percent of each year's maximum obligation, 100 percent funded by KFH funds and contingent upon the availability of funds, subject to review and approval by County Counsel and the CEO and notification to your Board.
7. Delegate authority to the Director of DPH, or his designee to execute a temporary personnel services agreement, substantially similar to Exhibit III with Maxim Staffing Solutions (Maxim) or PHFE for the provision of temporary personnel services through March 14, 2012 to support the DPH's COPP in the amount of \$100,000, 100 percent funded by TCE funds, subject to review and approval by County Counsel and the CEO and notification to your Board.
8. Delegate authority to the Director of DPH, or his designee to execute amendments to the Maxim or PHFE Agreement, to extend the term through March 14, 2013, allow for the rollover of unspent funds, and/or increase or decrease funding up to 25 percent of each year's maximum obligation, 100 percent funded by TCE funds and contingent upon the availability of funds, subject to review and approval by County Counsel and the CEO and notification to your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Your Board's approval of this proposed Board action will allow DPH to accept grant funds from KFH and TCE as well as execute temporary personnel services agreements with PHFE and possibly Maxim in order to implement DPH's COPP.

The goal of the COPP will be to: 1) increase awareness of the health risks associated with chronic obesity in 10 of the most impacted cities and community planning areas in Los Angeles County (County); and 2) encourage policy and environmental changes that facilitate healthy eating and active living.

The 10 cities and community plan areas were selected based on their high rates of childhood

obesity, their geographic distribution throughout the County, and the opportunity in these areas to leverage additional resources. The list of cities and community plan areas are Bell Gardens, South El Monte, San Fernando, North Hollywood-Valley Village, Huntington Park, South Los Angeles, West Adams-Baldwin Hills-Leimert, Wilmington-Harbor City, Paramount and Palmdale. The 10 targeted geographic areas may change slightly before the grant begins, as new data arises.

The COPP will be implemented as soon as the temporary personnel services agreements are executed and the Project Coordinator and Technical Assistance Coordinator are hired. If additional grant funds are not identified to continue the Project beyond March, 2012, technical assistance services will end by March 14, 2012, consistent with the KFH grant end date, and project coordination services will end shortly thereafter, by April 1, 2012, consistent with the TCE grant end date.

KFH Award

Acceptance of the KFH GA under recommendation number 1 will allow DPH to support the COPP and enhance the Policies for Livable, Active Communities and Environment (PLACE) Program for the purpose of creating healthier environments that promote healthy eating and active living.

Recommendations three and four will allow DPH under delegated authority, to accept and execute future awards and/or amendments from KFH for continued support of the COPP. Recommendations five and six will allow DPH to execute a temporary personnel services agreement with PHFE, effective upon execution by both parties through April 1, 2012, as well as amend the executed agreement, at no net County cost. PHFE was selected to provide temporary personnel services based on the criteria further described under the Contracting Process section of this Board letter.

As the grant is time-limited, the grantor requires immediate implementation, and the services require a specialized skill set, the KFH funds will be utilized to enter into a temporary personnel services agreement. In order to ensure continued services for this project, we request under recommendation number five that your Board authorize DPH to execute a temporary personnel services agreement with PHFE through March 14, 2012. A project coordinator will be hired under the temporary personnel services agreement and will work under the supervision of DPH staff. The project coordinator will be the lead in organizing outreach and building DPH's relationships with a network of key stakeholders in the geographic areas listed above to increase their readiness to initiate policy and environmental changes to promote active living and healthy eating. The project coordinator will organize a series of workshops to build expertise and to encourage action to address the childhood obesity problem.

TCE Award

Board approval of recommendation number two will ratify DPH acceptance of the TCE GA Number 20091776. The TCE grant is effective March 15, 2010 through March 14, 2012. Since TCE grants do not allow for the rollover of funds from one fiscal year to the next, TCE requested that the agreement be signed as soon as possible so that the funds could be encumbered by March 31, 2010, the end of TCE's fiscal year. DPH will incur no expenditures until the agreement is accepted by your Board.

Ratification of the TCE GA will allow DPH to provide professional technical assistance (TA) to 10 cities and communities in Los Angeles County (County) with high rates of childhood obesity targeted by the COPP. TA will include guidance from professionals in the fields of urban design, zoning,

pedestrian and bicycle infrastructure, safe routes to schools, joint use, healthy food retail, and nutrition policy as well as expert speakers for workshops held for target cities and communities. The TA will enable cities and communities to pass and implement policy and environmental changes to increase physical activity, improve nutrition, and reduce childhood obesity.

A TA coordinator will be hired under the temporary personnel services agreement with Maxim or PHFE and will work under the supervision of the DPH staff. The TA coordinator will provide direct TA to cities within his/her range of expertise and will also identify additional TA experts to provide other types of assistance as needed. Examples of TA provided include but are not limited to; conducting walk/bike audits; convening community design charettes; training traffic engineers how to design for pedestrians and bicyclists; creating "before/after" graphic design renderings of improved streets; providing best practices and sample language for new policies, etc.

Recommendations three and four will allow DPH, under delegated authority, to accept and execute future awards and/or amendments from TCE for continued support of the COPP. Recommendations seven and eight will allow DPH to execute a temporary personnel services agreement with Maxim or PHFE, effective upon execution by both parties through March 14, 2012, as well as amend the executed agreement, at no net County cost. PHFE or Maxim will be selected to provide temporary personnel services based on the criteria further described under the Contracting Process section of this Board letter.

As the grant is time limited, the grantor requires immediate implementation, and the services require a specialized skill set, therefore, TCE funds will be utilized to enter into a temporary personnel services agreement.

Implementation of Strategic Plan Goals

These actions support Goal 2, Children, Family and Adult Well-Being and Goal 4, Health and Mental Health of the County' Strategic Plan by encouraging cities and communities in the County with very high rates of childhood obesity to enact policies or environmental changes that will facilitate healthy eating and active living.

FISCAL IMPACT/FINANCING

The total cost of the COPP is \$300,000 and is 100 percent funded by the KFH and TCE awards.

KFH Award

The total amount of the KFH GA is \$200,000 for a two-year period, effective April 1, 2010 through April 1, 2012 and will be used to fund a temporary personnel services agreement with PHFE.

These funds will be included in DPH's Fiscal Year 2010-11 Final Changes Budget request.

TCE Award

The total amount of TCE's GA is \$100,000 for a two-year period, effective March 15, 2010 through March 14, 2012 and will be used to fund a temporary personnel services agreement with Maxim or PHFE.

These funds will be included in DPH's Fiscal Year 2010-11 Final Changes Budget request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On December 7, 2009, DPH received a Grant Agreement from KFH to build upon the existing obesity prevention activities that are being provided by DPH. The COPP will enhance DPH's Policies for Livable, Active Communities and Environments (PLACE) Program and target cities with high rates of childhood obesity by enacting policies or environmental changes that will facilitate healthy eating and active living.

On March 15, 2010, DPH received a GA from TCE to build upon the existing obesity prevention activities that are being provided by DPH. The COPP will enhance the PLACE Program and target cities and community planning areas with high rates of childhood obesity by enacting policies or environmental changes that facilitate healthy eating and active living.

On March 25, 2010, DPH submitted a Board memo (Attachment C) to your Board stating that TCE requested that the agreement be signed as soon as possible so that the funds could be encumbered by March 31, 2010, the end of the TCE fiscal year; otherwise DPH would have lost its eligibility to accept the funding. Due to TCE's short timeline, DPH signed the GA to expedite the acceptance of the funds.

County Counsel has approved Exhibits I, II and III, as to form. Attachments A and B are the Grant Management Statements. Attachment C is the Board Memo.

CONTRACTING PROCESS

Proposals for the temporary personnel services agreements necessary under COPP were solicited from both PHFE and Maxim, the two temporary personnel services contractors that DPH currently has authorization to execute delegated authority agreements with pursuant to your Board's September 19, 2006, action.

On March 5, 2010, DPH contacted Maxim and PHFE to request a proposal for the temporary personnel services of a project coordinator funded by KFH.

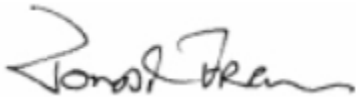
On March 11, 2010 and March 25, 2010, Maxim and PHFE submitted proposals to DPH, respectively. DPH staff reviewed these proposals and selected PHFE based on cost, expertise in organizing outreach efforts, and networking skills.

DPH requested that Maxim and PHFE submit a proposal for temporary personnel services for the TA coordinator funded by TCE. Once the proposals have been submitted, DPH staff will review the proposals and select PHFE or Maxim based on cost, expertise in organizing outreach efforts, and networking skills.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The COPP is an expansion of current policy change efforts to prevent childhood obesity and chronic disease administered by DPH PLACE Program. When the program ends, DPH will seek additional State and/or federal funding, integrate these services into current programming with existing staff and resources, or end services.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jonathan E. Fielding".

JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JEF:rm
BL#01400

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

LETTER OF AGREEMENT
KAISER FOUNDATION HOSPITALS, SOUTHERN CALIFORNIA REGION
COMMUNITY BENEFIT CHARITABLE CONTRIBUTIONS PROGRAM

This Letter of Agreement (hereinafter "Agreement") regarding Community Benefit Funds ("Memorandum"), dated as of December 7, 2009 is entered into by and between **Kaiser Foundation Hospitals**, a California nonprofit, public benefit corporation (hereinafter "KFH") and **County of Los Angeles Department of Public Health**, a charter city organized in the State of California and not subject to federal or state income tax.

This Agreement sets forth the understanding of the parties hereto as to the terms and conditions under which KFH shall donate funds in the amount of **\$200,000.00 for a two year funding period beginning April 1, 2010 through April 1, 2012 for the Child Obesity Prevention Project. *Second year funding is contingent upon meeting the terms and conditions of the grant.*** Such terms and conditions are as follows:

1. Tax Exemption Status: Grantee represents that at all times relevant herein, it is a charter city organized in the State of California and not subject to federal or state income tax.
2. Purpose of Grant: Grantee shall use entire Grant to support the specific goals, objectives, activities, and outcomes as stated in the Grantee's funding application and, for Grants greater than \$25,000, as submitted in the evaluation plan.
3. Expenditure of Funds: This Grant (together with any income earned upon investment of grant funds) is made for the purpose outlined in the Grantee's Evaluation Plan and may not be expended for any other purpose without KFH's prior written approval.
4. Prohibited Uses: In no event shall Grantee use any of the funds from this Grant to (a) support a political campaign, (b) support or attempt to influence any government legislation, except making available the results of non-partisan analysis, study or research, or (c) grant an award to another party or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code of 1986 as amended.
5. Return of Funds: KFH reserves the right to discontinue, modify or withhold payments to be made under this Agreement or to require a total or partial return of any funds, including any unexpended funds under the following conditions:
 - (a) If KFH, in its sole discretion, determines that the Grantee has not performed in accordance with this Agreement or has failed to comply with any term or condition of this Agreement.
 - (b) If Grantee loses its status as an eligible Grantee under Paragraph 1 above.
 - (c) Any portion of the funds is not used for the approved purpose
 - (d) Such action is necessary to comply with the requirements of any law or regulation applicable to Grantee or to KFH or to this Grant.
6. Records, Audits and Site Visits: KFH is authorized to conduct audits, including on-site audits, at any time during the term of this Grant and within four years after

completion of the Grant. Grantee shall allow KFH and its representatives, at its request, to have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and client or other beneficiaries for the purpose of making such audits, verifications or program evaluations as KFH deems necessary or appropriate concerning this Grant. Grantee shall maintain accounting records sufficient to identify the Grant and to whom and for what purpose such funds are expended for at least four (4) years after the Grant has been expended.

7. No Assignment or Delegation. Grantee may not assign, or otherwise transfer, any rights or delegates any of Grantee's obligations under this Agreement without prior written approval from KFH.

8. Records and Reports. Grantee shall submit written progress report(s) to KFH in accordance with the due dates stated on the Grant Summary (Attachment).

Grantee shall be primarily responsible for the content of the evaluation report. If KFH determines IRB approval is necessary, as part of the evaluation process, Grantee shall follow KFH IRB approval processes and procedures.

9. Required Notification. Grantee is required to provide KFH with immediate written notification of any change in Grantee's tax exempt status or when Grantee is unable to expend the grant funds for the approved purposes described in the Evaluation Plan.

10. Identification of KFH. Grantee shall identify KFH as a supporting organization in all published material relating to the subject matter of this Grant. Whenever possible and appropriate, Grantee shall publicly acknowledge KFH for this Grant.

11. Equal Employment Opportunity. Grantee agrees to comply with and be bound by the nondiscrimination and affirmative action clauses contained in: Executive Order 11246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps; the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

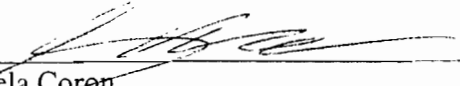
12. Immigration Act Requirements. Grantee shall comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder. Grantee hereby certifies that it has obtained a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker performing services related to the program described in the Evaluation Plan.

13. Licensing and Credentials. Grantee agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and for its employees and all other persons engaged in work in conjunction with this Grant.

14. Payment of Grant. First payment by KFH will be contingent upon a signed Agreement between KFH and Grantee. Subsequent payments (if any) are contingent upon compliance with this Agreement, including timely receipt of reports as outlined in Paragraph 8 above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Kaiser Foundation Hospitals

By: 
Angela Coran
Managing Director, Community Benefit

12-7-09
Date

Grantee

By: _____
Jonathan E. Fielding
Director
County of Los Angeles Department of Public Health

Date

SECTION 1: ORGANIZATION INFORMATION

I. History and Mission

The Los Angeles County Department of Public Health (DPH) employs approximately 4000 staff working in 40 programs. Six of these programs are organized into the Division of Chronic Disease and Injury Prevention (DCDIP), including: PLACE (Policies for Livable Active Communities and Environments); Nutrition; Physical Activity and Cardiovascular Health; Injury and Violence Prevention; Office of Senior Health; and Tobacco Control and Prevention. These programs frequently collaborate on strategic initiatives and share best practices. The Office of Health Assessment and Epidemiology also resides within the Division, providing data resources to programs throughout DPH. DCDIP staff also work closely with DPH Area Health Officer's (AHO's) and their field staff assigned to Service Planning Areas (SPAs). Program staff are specialists with in-depth knowledge in their content area, while field staff are generalists that address a wide variety of health issues and are experts on the communities they serve.

The proposed initiative is well aligned with the missions of Los Angeles County and DPH. One of the County's strategic goals is to create a physical environment that is conducive to good health by enabling residents to make healthy choices about diet and physical activity. A key DPH goal is to reduce the child and adult obesity epidemics, with a specific objective to support cities in implementing land use, transportation, and organizational policies that promote the health of residents and workers.

II. Current Programs and Accomplishments

Many programs within DCDIP are actively engaged in policy and environmental change efforts. The following are some examples of these efforts. PLACE oversees built environment grants in five cities and communities; grantee activities include developing bike and pedestrian master plans and creating health elements for general plans. PLACE also provides public health input to local jurisdictions considering land use and transportation plans and policies. In collaboration with the Physical Activity and Cardiovascular Health Program, PLACE has also worked to enhance built environment capacity among DPH staff by convening staff trainings, workshops, and community conferences. For example, over sixty DPH staff recently attended a three-hour workshop led by a local transportation planning expert on the Safe Routes to Schools program. Physical Activity and Cardiovascular Health has worked with the County's Department of Regional Planning to provide public health input into the County's general plan. The Program also works with schools to promote joint use agreements and increased physical education for students.

Further examples of DCDIP's policy and environmental change efforts include the Nutrition Program's partnership with local and state governments to promote the recently passed California menu labeling law to help residents make healthier food choices. As part of these efforts, DCDIP research staff conducted a health impact assessment of menu labeling and produced both a policy brief and a journal article. The Nutrition Program has partnered with other DCDIP staff on the County's Food Policy, which restricts unhealthy snacks and beverages in vending machines in County government buildings. To promote healthy aging for older adults, the Office of Senior Health has conducted research to analyze cross-walk timing at locations in the City of Los Angeles to assess the degree to which seniors can safely cross the street in the time allotted. The Injury and Violence Prevention Program has created injury maps depicting

pedestrian and bicycle car collisions that have enabled DCDIP to inform policy-makers about hazardous intersections in need of infrastructure improvements. Finally, the Office of Health Assessment and Epidemiology (OHAE) conducts a county-wide health survey every two years and provides data analyses related to health outcomes and health behaviors as well as the physical and social environments.

Many DPH field staff are also actively engaged in built environment efforts. For example, SPA 7 staff worked closely with city officials, community, and land use consultants on a Kaiser Permanente-funded effort to develop a health element for the City of South Gate's general plan. SPA 6 staff participate on a Stakeholder Advisory Committee led by the Housing Authority of the City of Los Angeles regarding the redevelopment of Jordan Downs, a 700-unit public housing project in South Los Angeles.

To prepare for this current proposal, DCDIP staff joined Department field staff in meeting as a team with the cities of Huntington Park, Maywood, Bell and Bell Gardens to assess their level of awareness about the obesity epidemic, learn about current city activities to address it, and generate interest in working together on policy opportunities. None of the city staff we met with were aware of the disproportionately high rates of child obesity in their jurisdictions. However, Huntington Park and Bell Gardens were very receptive to working with DPH. DCDIP staff also met with each of the four Area Health Officers and their staff to discuss proposal development and assess activities and opportunities in their geographic areas.

III. How Initiative will Coordinate with Other HEAL efforts:

The California Center for Public Health Advocacy is currently implementing two active living initiatives in Los Angeles County: Healthy Eating Active Living (HEAL) Cities Campaign (funded by Kaiser) and Healthy Communities for Healthy Kids (funded by First 5 LA). The HEAL Cities Campaign provides training and technical assistance to city officials to support adoption of policies that improve their communities' physical activity and retail food environments. The HEAL Cities Campaign is conducting roundtables with elected officials from cities throughout California to promote adoption of health-promoting policies. Healthy Communities for Healthy Kids is a policy and advocacy project that trains and mobilizes parents to advocate for healthy eating, active living policies in their city. The latter initiative is presently working in six of the ten areas that DPH will target in this proposal.

DPH has spoken with the California Center for Public Health Advocacy campaign managers for both these initiatives to determine how we can best collaborate with and support their efforts. Based on the discussion, it was agreed that should DPH end up working intensively with any of the six cities that overlap, we will collaborate closely with the Healthy Communities for Healthy Kids to leverage each others' contacts, resources and respective areas of expertise. DPH has a positive history of collaboration with the California Center for Public Health Advocacy and we would welcome another opportunity via this grant.

In addition, this grant will provide an important opportunity to build on the work of the Healthy Eating, Active Communities (HEAC) Initiative in Baldwin Park (a collaboration with the California Center for Public Health Advocacy) and South Los Angeles. HEAC's mission is to create healthier environments for children and their families through policy and environmental change. Field staff from SPAs 3 and 6 have been very involved in HEAC and will bring best practices from this model to cities and communities in the proposed initiative. In addition, field staff in these SPAs already have many policy and environmental change partners and will link current contacts to this project, building on existing efforts. For example, DPH staff are

participating in the South Los Angeles and Boyle Heights initiatives recently organized as part of the California Endowment's Building Healthy Communities program.

Experience from the DPH Tobacco Control and Prevention Program indicates that success passing policies in one city can spur policy change in nearby jurisdictions. DPH will work to leverage success in neighboring cities to benefit this initiative. For example, South Gate and El Monte have been funded through Kaiser and PLACE to develop health elements in their general plans. The proximity of these cities to Huntington Park, Bell Gardens and South El Monte – proposed in this initiative – may facilitate policy change in these jurisdictions.

DPH also has a close working relationship with Active Living By Design (ALBD), a leading active living organization funded by the Robert Wood Johnson Foundation. ALBD helped design the PLACE RFP and participated in site visits to choose grantees, while DCDIP has participated in ALBD review panels and grantee conferences. Likewise, DPH looks forward to working closely with Kaiser and the California Convergence in implementing this initiative.

IV. Current Annual Operating Budget

See attached DPH budget.

SECTION TWO: STATEMENT OF NEED

I. Needs and Problems

Chronic disease is the leading cause of morbidity and mortality in Los Angeles County; 40% of all deaths in the county, for example, are caused by heart disease and stroke. This disease burden is closely tied to the county's obesity epidemic, which varies greatly across the region. Analyses of health disparities in LA County indicate striking geographic differences. For example, childhood obesity rates across 130 cities and communities in the county vary more than 15-fold between Manhattan Beach, the city with the lowest rate (3.4%), and Bell Gardens, with the highest rate (34.2%). This initiative will focus on 10 cities and Los Angeles City community plan areas that have among the highest rates of childhood obesity in the county.

II. Opportunities to be Addressed

Cities frequently make decisions that influence health when they develop policies, plans, and projects. These decisions can help to create healthier environments where many of the physical and social barriers to active living and healthy eating are eliminated or reduced. Grant activities will seek to increase awareness and action for addressing the obesity epidemic in cities with disproportionately high rates of childhood obesity. In addition to city officials, this effort will work to generate action among communities, schools and other stakeholders. Grant activities will also include in-depth assistance to two selected cities that are able to demonstrate high levels of readiness to implement policy and environmental change strategies.

This grant affords DPH the opportunity to increase staff capacity and experience in collaborating with cities and communities on policy and environmental change. The timing is excellent as DPH has been training field staff, called Community Liaisons, over the past year to deepen their skills for conducting environmental change and built environmental efforts. While DPH has made many strides in the last several years in advancing this work, the grant will further shift organizational practice toward policy and environmental change by increasing capacity to successfully engage cities and communities in these efforts.

SECTION THREE: WORK PLAN

I. Geographic areas to be served

The initiative will focus on 10 geographic areas within Los Angeles County, as seen in Table 1 below. Seven of these areas are cities, including the City of Los Angeles. Given its size and geographic reach, grant efforts within the City of Los Angeles will be targeted to four of the city's 31 community plan areas. The 10 cities and community plan areas were selected based on their high rates of childhood obesity, their geographic distribution throughout the county, and the opportunity in these areas to leverage additional resources. The final list of 10 targeted geographic areas may change slightly before the grant begins, as new information arises.

Table 1. Cities/Community Plan Areas to be the Focus of Grant Activities

Cities	Area Type	Childhood Obesity (%)
Bell Gardens	C	34.2
South El Monte	C	33.2
San Fernando	C	30.9
North Hollywood–Valley Village	LA-CPA	30.0
Huntington Park	C	29.1
South Los Angeles	LA-CPA	28.8
West Adams-Baldwin Hills- Leimert	LA-CPA	28.3
Wilmington – Harbor City	LA-CPA	28.4
Paramount	C	28.1
Palmdale	C	30.7*

C = City CPA = LA City Community Plan Area

* Combined prevalence of obese students in Cimarron, Summerwind, and Tumbleweed Elementary schools

II. Goals, objectives, and expected outcomes

Goal: Encourage cities and communities in Los Angeles County with high rates of childhood obesity to enact policies or environmental changes that will facilitate healthy eating and active living.

Objectives and Outcomes:

- **Objective #1:** By the end of this three-year initiative, eight of the ten targeted cities/communities will demonstrate an increase in readiness to initiate policy or environmental changes to promote active living and healthy eating.
 - **Outcome:** Eight of the ten targeted communities will demonstrate an increase in readiness (see workplan for a definition of “increase in readiness”).
- **Objective #2.** By the end of this three-year initiative, four of the ten targeted cities/communities will have initiated efforts to enact policy or environmental changes to promote active living and healthy eating.

- Outcome: Four of the ten targeted communities will have initiated efforts to enact policy or environmental changes (see workplan for a definition of “initiated efforts”).
- **Objective #3.** By the end of this three-year initiative, two of the ten targeted cities/communities will have completed a policy or environmental changes to promote active living and healthy eating.
 - Outcome: A network or coalition of key partners is in place.
 - Outcome: Two cities/communities have enacted a policy or environmental change.
- **Objective #4.** By the end of this three-year initiative, three DPH Area Health Offices will be involved in a policy/environmental change effort related to this initiative in their respective Service Planning Area (SPA).
 - Outcome: DPH field staff (Area Health Offices/SPAs) and DPH Chronic Disease staff enhance collaborative relationships while working with the targeted cities/communities.
 - Outcome: DPH Chronic Disease staff and DPH field staff report an increase in their capacity to partner with cities/communities on active living and healthy eating policy/environmental change (see workplan for a definition of “increase in capacity.”)

III. Plans and activities to accomplish the goals and objectives, including key project staff

Outreach and Engagement: Months 1 – 6

This initiative will begin with six months of intensive outreach, engagement and relationship building in the 10 cities and community plan areas. DPH will: 1) inform stakeholders (e.g. city staff, school district staff, community organizations) about the severity of the problem in their city and about policy and environmental strategies for increasing healthy eating and active living; 2) build relationships with city staff, school district officials and community leaders, generate political will, and motivate action; and 3) invite cities, school districts and community leaders to collaborate with DPH, participate in upcoming workshops, and apply for the assistance available through this initiative. Along with other DPH representatives, an initiative coordinator (to be hired with grant funds) will meet with leaders from each local jurisdiction, such as elected officials, city managers and directors of public works, planning, and parks and recreation departments. In addition, the initiative coordinator and DPH staff will make presentations to city councils, school boards, and other decision-making bodies wherever possible. While this will be a labor intensive effort, it will be accomplished through collaboration between DPH programs and Area Health Offices and is critical to motivating action among key stakeholders, who based on our preliminary assessment are likely not aware of the severity of the obesity epidemic in their community or may not see it as a high priority.

Workshop #1: Month 7

In the seventh month of the initiative, DPH will convene a workshop for stakeholders in the 10 targeted areas, including representatives from cities, community-based organizations, schools, and DPH field staff. The workshop will highlight policy and environmental strategies to increase healthy eating and active living and will present case studies where such strategies have been successful in Los Angeles County and beyond. The workshop will emphasize resources for taking action and will encourage participants to see themselves as essential to addressing the childhood obesity epidemic. To facilitate networking and the development of partnerships, workshop participants will be seated together by geographic area (i.e. city officials and community members from Huntington Park will sit with Public Health staff from SPA 7). In addition, at the workshop, the initiative coordinator will explain that strategic assistance will also be available through the grant for two highly ready cities that are committed to creating policy and environmental change.

Applying for Assistance: Months 7 – 8

During the seventh and eighth months of the initiative, the 10 cities and community plan areas will have the opportunity to apply for additional assistance for projects that advance policy and environmental change in their areas (see Attachment A for a partial list of potential projects). The two cities that are selected for this assistance will receive ongoing support from the grant-funded initiative coordinator, who will help advance the policy/environmental change project. Assistance to cities will also include support from technical consultants with expertise in walkable, bikeable communities; land use planning; the food environment, meeting facilitation, etc (see Attachment B for additional examples of technical assistance to be offered). Assistance will not include granting direct funds to the two selected cities. To apply for assistance, cities will identify a specific project, along with activities and outcomes, which can be completed in a 26-month period. Applicants must also demonstrate the following: in-kind staff support of at least .33% FTE; concrete steps for project implementation; plan for community outreach/collaboration; description of key partners; letters of partnership from city officials; and letters of support from community and schools where applicable. Two applicants will be selected through a systematic selection process to receive this additional assistance. (*Note: funding for technical assistance will come from a different funding source*). Given the current state of the economy, we anticipate that some municipalities may not apply due to limited resources and staff layoffs.

City Selection: Months 9 – 10

Once cities have applied for assistance, the initiative coordinator will convene a team to review and select proposals and, if necessary, conduct site visits with the best prepared applicants to further assess their level of readiness. Cities will be notified whether they have been selected during the 10th month so that projects can begin by month 11.

Project Implementation: Months 11 – 36

During the implementation phase of the initiative, the two selected cities will work to carry out the goals of their projects. Cities will be required to develop an action plan that includes collaboration with community stakeholders on their project. Cities will receive: 1) technical assistance from experts in the fields of healthy eating and active living, and 2) assistance from the initiative coordinator in implementing their project. The initiative coordinator will oversee a lead technical assistance consultant, who will identify other technical

experts needed to advance the two projects. The initiative coordinator will also provide logistical support to the two projects, such as participating in planning meetings and helping organize events. The initiative coordinator will also leverage additional resources by working closely with DPH program and field staff.

To the greatest degree possible, DPH field and program staff will participate in obesity-prevention activities with the remaining 8 areas, linking cities to resources, partners, and funding opportunities throughout the grant period.

Workshop #2: Month 20

In the twentieth month of the initiative, the initiative coordinator will convene a second workshop for the 10 areas targeted by the original outreach, including representatives from cities, schools, community-based organizations, and DPH field staff. This workshop will feature appropriate experts in light of the projects that cities/communities are working on. For example, if the two cities selected for in-depth assistance and some of the other target eight cities are working on capital improvement projects such as a bicycle/pedestrian corridor or a safe route to school, then a promotional expert could be brought in to discuss how communities can encourage people to use the bicycle/pedestrian route (such as car-free Sundays once a month or walking school buses). Or, the workshop could feature a facilitation expert to train staff how to hold effective community meetings where residents give meaningful input into the policy/project.

Workshop #3: Month 32

To inspire future efforts in all areas, the final workshop will highlight successes and lessons learned from cities and communities during the initiative. Participants will brainstorm next steps for promoting healthy eating and active living in their communities and receive information about the latest resources and funding opportunities for implementing policy and environmental projects. Expert presenters may be invited to speak, as well, depending upon the needs of the cities/communities.

Key Project Staff

The Initiative Coordinator (to be hired) will be a PHFE employee. The Coordinator will be the lead in organizing outreach and will assist in building DPH relationships with a network of key stakeholders in the 10 geographic areas to increase their readiness to initiate policy or environmental changes to promote active living and healthy eating. The Coordinator will organize a series of workshops to build expertise and to encourage action to address the childhood obesity problem. The Coordinator will provide intensive support in the two cities that receive technical assistance on adopting healthy eating and active living policies, including oversight of the technical consultants, organizing meetings, and providing other administrative support.

The technical consultants will be funded by TCE. DPH will hire a lead technical assistance (TA) consultant to help participants determine their technical assistance needs. Once the technical assistance needs have been identified, either the lead TA consultant will provide the assistance directly or s/he will identify other consultants such as transportation planners, walkability experts, traffic engineers, graphic designers, food policy experts etc. who will serve as consultants to participants on a one-to-one basis as they implement their initiatives.

The following DPH staff will play a key role on this initiative:

1. Jean Armbruster, MA, Director of PLACE Program and Initiative Manager. Ms. Armbruster will supervise the Initiative Coordinator as well as oversee all initiative-related activities.
2. Jean Tremaine, MPH, Director of the Nutrition Program. Ms. Tremaine will provide support on outreach and on strategies to promote healthy eating and improve the food environment.
3. Eloisa Gonzalez, MD, MPH, Director of the Physical Activity and Cardiovascular Health Program will provide support on issues related to increasing opportunities for physical activity
4. Paul Simon, MD, MPH, Director of the Division of Chronic Disease and Injury Prevention, will provide general oversight on this initiative as well as participate in outreach meetings with higher level key stakeholders such as elected officials, city managers, and school board members.
5. Gayle Haberman, MPH and Louisa Franco, MPH, policy analysts with the PLACE Program, will provide support to the Initiative Coordinator, serve as linkages to DPH field staff, and bring lessons learned from the PLACE grant project to this initiative.
6. Community Liaisons and other staff from the DPH Service Planning Areas will work in partnership with Chronic Disease staff to engage communities in enacting healthy living policies.

IV. Long-term Strategies for Funding this Work

Policy and environmental change strategies are by nature sustainable because they are likely to endure over time. In addition, long-term strategies for funding policy and environmental change include:

- Increasing capacity within cities to apply for funding; such as Safe Routes to Schools grants to create infrastructure improvements that support walking and biking to schools
- Increasing capacity among city staff to create policy and environmental change through technical assistance that increases staff training, knowledge and experience
- Increasing capacity in communities to advocate for policy and environmental change through additional opportunities for community input and action
- Increasing DPH capacity to work with cities and communities on policy and environmental change by 1) shifting organizational culture toward this work; 2) providing staff with increased training and experience and 3) increasing staff capacity to apply for funding for active living infrastructure and promotional projects.

V. How Success will be Defined and Measured/Evaluation Plan

The ultimate goal of this grant is to see improvements in population level health, such as reduced rates of obesity, overweight, diabetes, and increased rates of physical activity. While it will not likely be possible to see such improvements within three years, DPH will use baseline data from the LA County Health Survey and the California Physical Fitness Testing Program to assess health outcomes and behaviors in the target areas over time. Because policy and environmental change take place over a long time horizon, the success of this three-year initiative will be measured in the following ways:

In 10 target areas:

- Outcome to measure: Eight of the ten targeted communities will demonstrate an increase in readiness, defined as an increase in any of the following three areas:
 - Knowledge about potential policy/environmental change strategies to promote active living and healthy eating;
 - Political will, i.e. elected officials and other key decision makers are motivated to enact policy/environmental changes to promote active living and healthy eating;
 - An increase in cities' and communities' capacity to collaborate with internal (e.g. interdepartmental collaboration at a city) and external key stakeholders (city-community collaboration).
 - Evaluation method: Pre-test/Post-test
- Outcome to measure: Four of the ten targeted communities will have initiated efforts to enact policy or environmental changes as defined by completing any of the following pre-policy change steps:
 - A coalition or a network of key partners has been assembled;
 - One organization has agreed to play the coordinator role;
 - An action plan and/or timeframe has been developed to bring about the policy or environmental change;
 - A funding source, if necessary, has been applied to.
 - Evaluation method: Pre-test/Post-test
- Outcome to measure: Two of the ten targeted cities/communities will have completed a policy or environmental changes to promote active living and healthy eating
 - Evaluation method: Adopted policy or meeting minutes verifying policy/environmental change.
- Outcome to measure: Two of the ten targeted cities/communities will have a network or coalition of key partners in place.
 - Evaluation method: Project log

In DPH

- Outcome to measure: At least three DPH Area Health Offices will be involved in a policy/environmental change effort related to this initiative in their respective Service Planning Area (SPA).
 - Evaluation method: Project log
- Outcome to measure: DPH field staff (Area Health Offices/SPAs) and DPH Chronic Disease staff enhance collaborative relationships while working with the targeted cities/communities.
 - Evaluation method: Project log
- Outcome to measure: DPH Chronic Disease staff and DPH field staff report an increase in their capacity to partner with cities/communities on active living and healthy eating policy/environmental change. An "increase in capacity" is defined as:

- Increase in knowledge about potential policy/environmental change strategies to promote active living and healthy eating;
- Increase in ability to inform and educate key decision-makers in a city/school district about the need for policy/environmental change;
- Increase in skills needed to facilitate stakeholder/partner meetings with city, school district, and community participants.
 - Evaluation method: Pre-test/Post-test

VI. Communications Plan

DPH plans to produce an internal report on lessons learned from this three-year initiative. Though some of what we learn will be specific to each community and city, much of what we learn will shape our future efforts to support new policies that promote healthy eating and active living. We will share our lessons learned when we present at conferences, at meetings with other local health departments, and with the many public health organizations and collaboratives in which we participate.

Specific questions we will seek to address in our communications effort are:

- What are the best ways to reach out to decision-makers and community leaders?
- What qualities and resources did cities/communities have that contributed to the success of this initiative?
- How much in-kind staff time is necessary for cities to provide?
- Which city departments were key to the success of this initiative?
- What were the most important outreach and engagement strategies to involve community members?
- What helps facilitate partnerships between cities, school districts, and communities?
- How much technical assistance did DPH staff provide, and what areas were most important, i.e. helping to plan/facilitate meetings, outreach to key stakeholders, making presentations on childhood obesity to city councils, commissions, etc.?
- What further training is needed for DPH staff to improve our capacity to work on environmental and policy change initiatives?
- What types of active living technical assistance proved to be most important?
- What type of environmental and policy change initiatives were most successful and why?

Attachment A

Possible Projects for the Initiative

Outcome for 26-month Initiative	Initiative Activities to Reach this Outcome May Include:
<u>I. Policy/Project: Active Living</u>	
Develop a joint-use agreement between a city/county government and a local school district to increase school children's access to city recreational facilities during the school day and residents' access to school recreational facilities after school hours.	<ul style="list-style-type: none"> - Create a steering committee of representatives from each party in a joint use agreement. - Develop cost-sharing plans to ensure that costs are fairly distributed (i.e. maintenance and security). - Develop clear standards for care and use of school facilities and equipment and supervision of physical activities.
Incorporate goals and strategies that promote active living into city planning documents; i.e. into general plans (health elements), master plans, specific plans, etc.	<ul style="list-style-type: none"> - City/County staff review existing planning documents and draft new language to insert into these documents to promote active living. - City/County staff seeks community input on policy language. - Present to governing bodies that need to approve policy before vote is taken to educate them about the policy change.
Create a policy to enhance bikeways and streets whenever street improvements are being made or new developments are being built.	<ul style="list-style-type: none"> - City/County staff review existing policies and propose necessary changes. - City/County staff seek community input on policy language. - City/County staff present to governing bodies that need to approve policy before vote is taken to educate them about the policy change.
Encourage zoning for mixed-use development for residential, commercial, institutional, and other public land uses to be sited in close proximity to each other.	<ul style="list-style-type: none"> - City/County staff review existing zoning mixed use development. - City/County staff seeks community input on policy language.

Outcome for 26-month Initiative	Initiative Activities to Reach this Outcome May Include:
	<ul style="list-style-type: none"> - Present to governing bodies that need to approve policy before vote is taken to educate them about the policy change.
<p>Create policies to increase access to outdoor recreational facilities which are close to residential areas, such as: parks and green space, outdoor sports fields and facilities, walking and biking trails. For example, develop a policy to convert blighted vacant lots and other spaces into parks, community gardens and other green spaces.</p>	<ul style="list-style-type: none"> - Local policy-makers identify vacant lots and other potential spaces that can be converted to parks. - Solicit input from community residents on potential spaces for parks. - Draft policy language for passage by appropriate staff/governing bodies. - Present to governing bodies that need to approve policy before vote is taken to educate them about the policy change.
<p>Enhance the community's infrastructure to encourage bicycling such as: establishing separate traffic lanes for bicyclists, painting "sharrows" on a shared traffic lane for cars and bicycles, adding bike racks at key destinations.</p>	<ul style="list-style-type: none"> - Form a committee of local stakeholders (residents, businesses, health advocacy groups). - Conduct a walk/bike "audit" with key committee members to identify areas that need to be improved. - Make the needed improvements to selected street(s). - Promote the improvements to encourage use, i.e.: Close off the street with the new improvements to cars one Sunday a month and promote it as a Community Bike Day.
<p>Make improvements to enhance the safety of streets and intersections along one walk-to-school route to encourage children to walk/bike to school. Improvements may include:</p> <ul style="list-style-type: none"> - Improved timing of pedestrian signals - New or improved crosswalk - Additional street landscaping (trees, hedges, and planter strips) - Traffic calming features such as curb extensions, raised street 	<ul style="list-style-type: none"> - Form a working group of parent organizations, local school and city decision-makers, students, teachers, law enforcement. - Conduct a walk/bike "audit" with key committee members to identify areas that need to be improved. - Organize "Walking School Buses" where a group of children walk to school together with adult

Outcome for 26-month Initiative	Initiative Activities to Reach this Outcome May Include:
<p>medians, islands, narrower streets</p> <ul style="list-style-type: none"> - Increase policing in high-crime areas, parks and pedestrian walkways. - New or improved existing street lights for nighttime. 	<p>supervision.</p> <ul style="list-style-type: none"> - Work with City/County planners and public works officials to make improvements to streets, etc. - Work with law enforcement to increase policing, if necessary.
<p>Make improvements to the safety/attractiveness of streets in one particular neighborhood (or along one corridor) to promote walking/biking.</p> <p>(See example above for types of improvements)</p>	<p>See example above</p>
II. Policy/Project: Healthy Eating	
<p>Incorporate goals and strategies that promote healthy eating into city planning documents; i.e. into general plans (health elements), master plans, specific plans, etc.</p>	<ul style="list-style-type: none"> - City/County staff review existing planning documents and draft new language to insert into these documents to promote healthy eating. - City/County staff seeks community input on policy language. - Present to governing bodies that need to approve policy before vote is taken to educate them about the policy change.
<p>Develop strategies to promote healthy eating in local schools.</p>	<ul style="list-style-type: none"> - Form a working group of parent organizations, local school decision-makers, school food service directors, students, and teachers. - Identify strategies for promoting healthy eating in the schools, i.e. work with food vendors to provide healthier options, employ farm-to-school programs, implement healthy fundraisers. - Survey students about satisfaction with food offerings. Offer taste-testing of healthier options. - Meet with staff from other schools that have successfully creating a healthy food environment. - Select healthy eating strategies and plan for implementation such as instituting smaller portion

Outcome for 26-month Initiative	Initiative Activities to Reach this Outcome May Include:
	sizes.
Lay the groundwork for attracting new healthy food retailers and supermarket to an underserved community.	<ul style="list-style-type: none"> - Local policy-makers establish a food policy council. - Local policy-makers and community stakeholders research spending patterns and conduct assessment of neighborhood demand for a local market. - Collaborate with grocery store owners and developers to identify parcels of land to be developed for grocery retail. - Local policy-makers help facilitate negotiations between grocery store owner and land owner.
Encourage convenience stores and other food retailers to offer healthier food, including those located near schools, youth centers and other areas where youth gather.	<ul style="list-style-type: none"> - Local policy-makers establish a food policy council. - Identify strategies for offering healthier foods at convenience stores. - Conduct a pilot test at one convenience store to implement strategies identified.
Encourage local healthy mobile markets (or food carts).	<ul style="list-style-type: none"> - Local policy-makers establish a food policy council. - Require licensing and certification of healthy mobile markets to ensure they meet high standards of food safety. - Local government agency develops healthy mobile market promotional campaign to increase awareness about the program.
Establish a City- or County-run farmers' market.	<ul style="list-style-type: none"> - Local policy-makers establish a food policy council. - Local government designates public land for the market and provides logistical support (traffic control and clean-up). - Local government promotes the farmers' market.

Outcome for 26-month Initiative	Initiative Activities to Reach this Outcome May Include:
	<ul style="list-style-type: none"> - Local policy-makers provide support for the purchase of wireless electronic benefit transfer (EBT) devices at farmers' markets to increase sales among EBT card users and require that the farmers' market accept EBT cards.
Create an initiative to start community gardens to increase residents' access to fresh fruits and vegetables.	<ul style="list-style-type: none"> - Local policy-makers convene a committee of stakeholders. - City – with community partners— cleans up city-owned vacant land to use as a community garden. - City provides city resources to nonprofit groups to run community gardens, reducing or waiving plot fees.
Work with local restaurants to promote healthier food offerings.	<ul style="list-style-type: none"> - Local policy-makers meet with local restaurant owners and discuss various strategies for offering healthier foods: <ul style="list-style-type: none"> - Serve reasonable portion sizes - Offer low-fat and low-calorie menus - Provide menu labeling - Offer incentives to customers only for healthy menu items - Local policy-makers give incentives to restaurants who serve healthier food (e.g. free advertising on buses)
Adapt zoning and/or create incentives for supermarkets to move in.	<ul style="list-style-type: none"> - Local policy-makers can establish a food policy council including retail industry leaders, government/economic development officials, community stakeholders. - Food policy council reviews existing zoning code and incentives related to supermarkets and make recommendations for changes that would make it easier for supermarkets to move in.

Outcome for 26-month Initiative	Initiative Activities to Reach this Outcome May Include:
Develop a vending machine policy that prohibits the marketing and sale of unhealthy foods and beverages in youth centers, parks department facilities and other city-run facilities.	<ul style="list-style-type: none"> - Establish a coalition of stakeholders. - Review sample vending machine policies from other cities/county and draft language for a local policy. - Present to governing bodies that need to approve policy before vote is taken to educate them about the policy change.
Develop a policy that restricts advertising (including bill boards) and other marketing strategies to promote unhealthy food and beverages, including near schools, youth centers and other areas where youth gather.	<p>See examples above</p> <ul style="list-style-type: none"> - Work with city leaders, school districts and other key stakeholders to regulate the marketing and promotion of less healthy food products in areas within their jurisdiction.

Attachment B

Technical Assistance to be Provided to Initiative Participants

Many local governments do not have the expertise in-house to develop healthy eating/active living policies or to make improvements to the existing streetscape to promote walking and biking. Therefore, a key component of this initiative is the provision of cutting edge technical assistance to help cities deepen their skill set related to healthy eating/active living and help cities move forward with policy development and implementation. Technical assistance will also include expert meeting facilitation when requested to help jurisdictions convene local stakeholders for meaningful participation in the initiative.

To assist participants with their initiatives, DPH will hire a Lead Technical Assistance (TA) Consultant. The TA Consultant selected will help participants determine their technical assistance needs. Once identified, either the TA Coordinator will provide the assistance directly or s/he will identify other consultants such as transportation planners, walkability experts, traffic engineers, graphic designers, food policy experts etc. who will serve as consultants to participants on a one-to-one basis as they implement their initiatives. Due to funding limitations, these consultants will not be available for one-on-one consultation with participants on an unlimited basis.

Table 1: Examples of Technical Assistance to be Provided

Active Living/Walkability & Bikeability
<ul style="list-style-type: none">- Active living experts to provide sample policy language from other local governments' general plans and master plans and identify best practices for policy implementation.- Active living expert to draft policy language for local ordinances or resolutions promoting healthy eating and active living.- Transportation expert to lead a bike/walk audit with local stakeholders to identify ways to enhance walkability/bikeability and build community support for policy change.- Transportation planner to lead Safe Routes to Schools workshop in targeted community and work with city to develop SR2S application for funding.

- Transportation expert to assess local street(s) and write brief report on recommendations for making a street(s) more walkable/bikable.
- Graphic designer to create renderings and maps depicting streets/communities which have been redesigned for greater bike/pedestrian access
- Transportation expert to train city traffic engineers on how to design streets that are safe and accessible for bicyclists/pedestrians, rather than prioritizing motor vehicle flow
- Joint use expert to provide sample policy language and template contracts/MOUs from other local governments and identify best practices regarding joint use implementation.

Meeting Facilitation

- Facilitation consultant to facilitate various types of meetings with the public, e.g. community participation on policy development, capital improvement projects, visioning charrettes or focus groups.
- Facilitation consultant to train city staff on best practices for facilitating effective community outreach/engagement meetings.

Access to Healthy Food

Food Policy Expert to:

Schools:

- Provide examples of best practices to improve the food environment in schools.
- Help negotiate new agreements with school food vendors, local farms, etc.
- Design marketing materials (posters, etc) to promote healthier food in schools.

Corner Stores/Grocery Stores/Mobile Markets:

- Provide examples of best practices to improve the food environment in corner stores.
- Provide assistance in food promotion and store design (where to display healthier food).

- Design marketing materials (posters, etc) to promote healthier food in stores.
- Provide training in food safety, e.g. temperature control, etc. (mobile markets).
- Design a promotional campaign for healthy mobile markets.

Restaurants:

- Food policy expert to provide best practices regarding most effective incentives for restaurants to offer healthier choices, reasonable portion sizes, etc.
- Marketing expert to create promotional materials for restaurant to educate customers about the changes.

Farmers' Markets/Community Gardens:

- Farmers' markets experts to provide guidance in the design, maintenance, operations and promotion of the market.
- Community garden expert to provide guidance in the design, maintenance, operations and promotion of the garden.

THE CALIFORNIA ENDOWMENT
RESTRICTED PROJECT GRANT AGREEMENT

Los Angeles County Department of Public Health

EIN 95-6000927

Grant Number 20091776

This Restricted Project Grant Agreement ("Agreement"), upon execution on behalf of Grantee in the spaces provided for signature, will evidence Grantee's agreement with and commitment to The California Endowment ("The Endowment") as follows:

I. GRANTEE'S STATUS

This grant is specifically conditioned upon Grantee's status as an eligible grantee of The Endowment in accordance with this section. Grantee warrants and represents that it is one of the following: (a) a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and is not a private foundation as defined in Section 509(a) of the Code, (b) a governmental unit referred to in Section 170(c)(1) of the Code, or (c) a college or university that is an agency or instrumentality of a government or political subdivision of a government, or owned or operated by the same, within the meaning of Section 511(a)(2)(B) of the Code. If grantee is a Section 501(c)(3) organization described in (a), Grantee has provided The Endowment with a copy of IRS determination letter(s) evidencing its status as an eligible grantee and Grantee warrants and represents that such determination letter(s) are currently in full force and effect. Regardless of Grantee's current tax status, Grantee will notify The Endowment immediately of any actual or proposed change in tax status.

II. PURPOSE OF GRANT

Childhood Obesity Prevention: To provide technical assistance to support the development and implementation of local policies that promote healthy eating and active living to address high childhood obesity rates in Los Angeles County.

This grant is made only for the specific charitable purposes described in this Agreement. The grant funds, which includes any interest earned on the funds, may not be used for any other purpose without prior written approval from The Endowment.

III. EXPECTED OUTCOMES OF GRANT

1. Conduct meetings and make presentations to key stakeholders, leaders, and decision makers in ten cities and communities to educate them about high childhood obesity rates and potential policies/environmental changes; and, convene three workshops for key stakeholders which will result in 8 of the 10 targeted cities/communities demonstrating an increase in readiness to initiate policy/environmental change to promote active living/healthy eating.

2. Provide DPH staff support, small scale technical assistance, and information about funding and resources to ten targeted cities/communities to create policy/environmental change which will result in 4 of the 10 targeted cities/communities

having initiated efforts to enact policy or environmental changes to promote active living and healthy eating.

3. Provide intensive technical assistance support to two cities/community plan areas that have demonstrated readiness to implement policy and environmental change as evidenced by 2 of the 10 targeted cities/communities completing a policy or environmental change to promote active living and healthy eating.

IV. AMOUNT OF GRANT

\$100,000, payable as follows.

\$100,000 upon The Endowment's receipt of this executed Agreement.

First payment is contingent upon receipt of this original signed Agreement. Subsequent payments are contingent upon compliance with this Agreement, including timely receipt of progress reports, as outlined in the Terms and Conditions of Grant Section.

V. PERIOD OF GRANT

Grant funds are to be applied to expenses incurred for the period from March 15, 2010 to March 14, 2012, unless otherwise agreed upon in writing by The Endowment.

VI. TERMS AND CONDITIONS OF GRANT

Grantee agrees that the grant is subject to the following conditions:

A. Expenditure of Grant Funds.

1. Use of Funds. Grantee must spend the grant funds only for the purposes described above.
2. Prohibited Uses. Grantee shall not use any of the funds from this grant in a manner inconsistent with Section 501(c)(3) of the Code, including:
 - a. carrying on propaganda, or otherwise attempt to, influence legislation.
 - b. influencing the outcome of any specific public election,
 - c. carrying on, directly or indirectly, any voter registration drive.
 - d. inducing or encouraging violations of law or public policy, or
 - e. causing any private inurement or improper private benefit to occur.
3. Payment of Funds to Related Parties of The Endowment. No part of these grant funds shall be paid to any director, officer, or employee (or their family members) of The Endowment for any purpose.

B. Return of Funds. Grantee shall return to The Endowment any unexpended grant funds under the following conditions:

1. If The Endowment, in its reasonable discretion, determines that the Grantee has not performed in accordance with this Agreement; or

2. Any portion of the funding is not used for grant purposes.

- C. Records, Audits, Site Visits. Funds provided by The Endowment, together with any interest thereon, shall be accounted for separately in the Grantee's books and records. A systematic accounting record shall be kept by the Grantee of the receipt and disbursement of such funds. The Grantee shall retain original substantiating documents related to restricted grant expenditures and make these records available for The Endowment's review upon request. Grantee shall be responsible for maintaining adequate financial records of this grant program. The Endowment, or a designated representative, reserves the right, upon written notice, to audit Grantee's books and records relating to the expenditure of any funds provided by The Endowment as a restricted grant.
- D. Reports. Grantee shall make a written report to The Endowment as of the end of Grantee's annual accounting period within which the grant or any portion thereof is received and all such subsequent periods until the grant funds are expended in full or the grant is otherwise terminated. Such written report shall describe in detail the use of the granted funds, compliance with the terms of the grant, and the progress made by the Grantee toward achieving the purposes for which the grant was made. Such reports shall be furnished to The Endowment within thirty (30) days after the close of the annual accounting period of the Grantee for which such reports are made. Within thirty (30) days after the use of the grant funds is completed, the Grantee must make a final written report with respect to all expenditures made from the grant funds (including salaries, travel, and supplies), and including the progress made toward the goals of the grant. All such reports must be signed by an officer of the Grantee.

The schedule of due dates for such written reports is:

1st interim report: October 31, 2010;

2nd interim report: April 30, 2011;

3rd interim report: October 31, 2011; and

Final Report: April 30, 2012

- E. Budgets. Expenditures of grant funds must be made substantially in accordance with the grant budget, which is attached as Exhibit A. Any material changes from the budget must be approved in advance by The Endowment.
- F. Licensing and Credentials. The Grantee hereby agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities, and for its employees and all other persons engaged in work in conjunction with this grant.
- G. Management and Organizational Changes. The Grantee agrees to provide immediate written notice to The Endowment if significant changes or events occur during the term of this grant which could potentially impact the progress or outcome of the grant, including, without limitation, changes in the Grantee's management personnel or losses of funding.
- H. Public Reporting. The Grantee agrees to disseminate to the public, by using established channels of communication, pertinent information relating to the results, findings, or methods developed through this grant.

- I. Publications; License. Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements as The Endowment may establish from time to time. Grantee grants to The Endowment an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at its sole discretion.
- J. Knowing Assumption of Obligations. Grantee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by reference to the Code. Grantee agrees that if Grantee has any doubts about its obligations under this Agreement, including those incorporated by reference to the Code, Grantee will promptly contact The Endowment or legal counsel.
- K. Terrorist Activity. The Grantee agrees that it will use the grant funds in compliance with all applicable anti-terrorists financing and asset control laws, regulations, rules, and executive orders, including, but not limited to the USA Patriot Act of 2001 and Executive Order 13224.
- L. Identification of The Endowment. Grantee shall ensure that The Endowment is clearly identified as a funder or supporter of Grantee in all published material relating to the subject matter of the grant. Grantee shall list The Endowment as a funder or supporter in its annual report (if any). All proposed Grantee external communications regarding The Endowment shall be submitted first to The Endowment for its review and approval.
- M. The Endowment Letterhead and Logo. Use of The Endowment letterhead or logo is prohibited without prior written consent from the Communications Department of The Endowment.
- N. Subgrantees. With regard to the selection of any subgrantees to carry out the purposes of this grant, Grantee retains full discretion and control over the selection process, acting completely independently of The Endowment. There is no agreement, written or oral, by which The Endowment may cause Grantee to choose any particular subgrantee.
- O. No Agency. Grantee is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
- P. No Waivers. The failure of The Endowment to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
- Q. No Further Obligations by The Endowment. This grant is made with the understanding that The Endowment has no obligation to provide other or additional support or grants to the Grantee.
- R. Remedies. If The Endowment determines, in its reasonable discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, The Endowment may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and The Endowment may demand the return of all or part of the grant

funds not properly spent or committed to third parties, which Grantee shall immediately repay to The Endowment. The Endowment may also avail itself of any other remedies available by law.

- S. Indemnification. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless The Endowment, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, in expending or applying the grant funds, or in carrying out any project or program to be supported by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of The Endowment, its officers, directors, employees, or agents.
- T. Captions. All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.
- U. Entire Agreement; Amendments and Modifications. This Agreement constitutes the entire agreement of the parties with respect to its subject matter supersedes any and all prior written or oral agreements or understandings with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties.
- V. Governing Law. This Agreement shall be governed by the laws of the State of California.

VII. ACCEPTANCE OF AGREEMENT

The Endowment reserves the right to withhold or suspend payments of grant funds if the Grantee fails to comply strictly with any of the terms and conditions of this Agreement.

If this Agreement correctly sets forth your understanding and acceptance of the arrangements made regarding this grant, please countersign and return to The Endowment.

Accepted on behalf of Los Angeles County Department of Public Health by:

Jonathan Friedman
Authorized Signature

3/29/10
Date

Jonathan Friedman
Printed Name

Director
Title

Agreed to and Acknowledged on behalf of The Endowment:

Dan DeLeon
Authorized Signature

3/15/10
Date

Dan DeLeon
Printed Name

Vice President of Finance & CFO
Title

EXHIBIT A

20091776, County of Los Angeles Department of Public Health

	Total Project Budget			Approved Budget		
	Year 1	Year 2	Total	Year 1	Year 2	Total
Personnel (100% in-kind by DPH)						
Director	9,998	9,998	19,996			0
Place Program Director 15%	16,309	16,309	32,618			0
Nutrition Program Director 10%	10,873	10,873	21,746			0
Physical Activity Program Director 10%	14,668	14,668	29,336			0
Place Program Analyst 10%	8,971	8,971	17,942			0
Place Program Analyst 10%	8,971	8,971	17,942			0
Eval Unit Epidemiology Analyst 10%	6,017	6,017	12,034			0
Administrator 5%	3,031	3,031	6,062			0
Benefits @47.03%	37,077	37,077	74,154	0	0	0
Personnel (100% in-kind by Kaiser)						
PHFE Contract for Initiative Coordinator (Annual salary plus benefits and indirect)	100,000	100,000	200,000			
Total Personnel (100% in-kind DPH and Kaiser)	215,915	215,915	431,830	0	0	0
Non-Personnel (100% TCE)						
Operating Costs						
Rent			0		0	0
Office Supplies			0			0
Communications			0			0
Travel	2,064	2,064	4,128	2,062	2,062	4,124
Conference/Meetings			0			0
Training			0			0
Insurance	185	185	370			
Single Audit Cost	47	47	94			0
Other Costs						
Subcontracts						
Technical Assistance Consultants (PHFE Contract)	44,000	44,000	88,000	44,000	44,000	88,000
Total Non-Personnel (direct)	46,296	46,296	92,592	46,062	46,062	92,124
Indirect Costs PHFE @ 8%	3,704	3,704	7,407	3,938	3,938	7,876
Total Non-Personnel (100% TCE)	50,000	50,000	100,000	50,000	50,000	100,000
Capital & Equipment						
			0			0
			0			0
Grand Total TCE, DPH and Kaiser	265,915	265,915	531,830	50,000	50,000	100,000

Los Angeles County Chief Administrative Office
Grant Management Statement for Grants Exceeding \$100,000

Department: Public Health – Chronic Division and Injury Prevention Program

Grant Project Title and Description:

A Child Obesity Prevention Program

(Program funding for April 1, 2010 through April 1, 2012)

Funding Agency	Program (Fed. Grant #State Bill or Code #)	Grant Acceptance Deadline
Kaiser Foundation Hospitals, Southern California Region	Grant Agreement Number 20611817	None

Total Amount of Grant Funding: \$200,000

County Match Requirements: None

Grant Period:

Begin Date: April 1, 2010 End Date: April 1, 2012

Number of Personnel Hired Under this Grant: Full Time 0 Part Time 0

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant funded program? Yes ☐ No ☒

Will all personnel hired for this program be placed on temporary "N" items? Yes ☐ No ☒

Is the County obligated to continue this program after the grant expires Yes ☐ No ☒

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes ☐ No ☒

b). Identify other revenue sources Yes ☒ No ☐

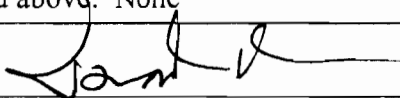
(Describe)

c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant Yes ☒ No ☐

Impact of additional personnel on existing space: None.

Other requirements not mentioned above: None

Department Head Signature



Date 3-15-10

Contract No. _____

TEMPORARY PERSONNEL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2010,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter Contractor").

WHEREAS, pursuant to the provisions of Section 101025 of the California Health and Safety Code, County's Board of Supervisors have been given the duty to preserve and protect the public's health; and

WHEREAS, California Health and Safety Code Section 101000 requires County's Board of Supervisors to appoint a County Health Officer, who is also the Director of County's Department of Public Health ("DPH"), to prevent the spread or occurrence of contagious, infectious, or communicable diseases within the jurisdiction of County; and

WHEREAS, pursuant to the provisions of section 1451 of the California Health and Safety Code and section 31000 of the California Government Code, County finds that the services to be provided hereunder are not immediately available at DPH program offices, and that such services are necessary for the needs of the sick or injured patients to be served; and

WHEREAS, DPH has determined that existing staff of County Programs do not have sufficient manpower, that it is difficult to recruit personnel to perform the services hereunder, and that the services to be provided hereunder either are of a specialized, professional and temporary nature or of an as needed, intermittent nature; and

WHEREAS, DPH receives a number of grants to support health related services conducted by their individual County programs in which the grantor is willing to fund temporary personnel, to assist in providing service as related to the grant which many times requires immediate startup; and

WHEREAS, the term "Director" as used herein refers to the County's Director of DPH or his authorized designees (hereafter jointly referred to as "Director"); and

WHEREAS, County is authorized by Government Code Section 53703 et seq., to do all acts necessary to participate in any federal program whereby federal funds are granted to County for purposes of health, education, welfare, and other public services, and

WHEREAS, Contractor is qualified and licensed under the laws of the State of California to engage in the business of providing temporary and as needed personnel to County Programs, and Contractor's personnel are qualified to perform the services described herein; and

WHEREAS, Contractor is willing to provide the services described herein for and in consideration of the payments provided under this Agreement and under the terms and conditions hereinafter set forth; and

WHEREAS, Contractor agrees to abide by the requirements of the funding source and all regulations issued pursuant thereto; and

WHEREAS, it is the intent of both parties that upon execution of this Agreement, any prior agreement between the parties shall be superseded; and

WHEREAS, pursuant to Section 31000 of the California Government Code and Los Angeles County Code Chapter 2.121, County is authorized to contract for these services.

NOW, THEREFORE, in consideration of the promises and covenants hereafter contained, the parties hereto agree as follows:

1. TERM AND TERMINATION: The term of this Agreement shall commence on date of execution by both parties and shall continue in full force and effect _____. Except as otherwise set forth below, this Agreement may be terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days' advance written notice thereof to the other. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder.

Director may terminate this Agreement immediately if Contractor, or any of its officers, employees or agents, including its independent contractors, fail to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant hereto.

Director may also terminate this Agreement immediately if Contractor, its officers, employees or agents, including its independent contractors, engage in, or if Director has reasonable justification to believe that Contractor, or such employees or agents, including Contractor's independent contractors, may be engaging in a course of conduct which poses an imminent danger to the life or health of County patients.

County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

Immediate termination hereunder shall be effected by delivery to Contractor of a written "Notice of Immediate Termination" which shall be effective upon Contractor's receipt of such "Notice of Immediate Termination".

2. DESCRIPTION OF SERVICES: Contractor agrees to provide temporary personnel services, upon request and upon qualification of Contractor's temporary personnel services plan and staff (at the Director's sole discretion), the personnel items of which are described in, but not limited to, Exhibit _____, Scope of Work, attached hereto and incorporated herein by reference.

Upon Contractor's qualification by Director to provide temporary personnel services, Contractor will be sent a finalized approved project budget and scope of work detailing the total cost, the scope of work required and the term of the project.

3. MAXIMUM OBLIGATION: The Agreement shall commence on date of execution by both parties through _____. The maximum obligation of

County for Contractor's performance hereunder is _____

Each project temporary personnel services maximum obligation will be determined and qualified by Director as described hereinabove and in accordance with the needs of the project being funded.

4. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the payment structure set forth in the Exhibits(s) and Schedule (s) attached hereto and incorporated herein by reference.

B. "Provision of Services" as used in this Paragraph includes time spent performing any of the service activities designated in the Exhibit(s), Attachment(s), including but not limited to, any time spent on the preparation for such activities.

C. All invoices shall be submitted directly to the _____; no later than fifteen (15) working days after the end of each calendar month.

D. In no event shall County be required to pay Contractor more, for all services provided hereunder, than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY paragraph of this Agreement unless otherwise revised or amended under the terms of this Agreement.

E. Submission of Outstanding/Final Invoices and Non- Payment of Invoices:

Upon expiration or prior termination of this Agreement, Contractor shall submit to _____, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) to _____ within the specified period described above, shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoices.

F. Contractor Budget and Expenditures Reduction Flexibility: In order for County to maintain flexibility with regards to budget and expenditure reductions, Contractor agrees that Director may cancel this Agreement, without cause, upon the giving of ten (10) calendar days written notice to Contractor; or notwithstanding, Alteration of Terms paragraph, of this Agreement, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Agreement via an Administrative Amendment, as mutually agreed to and executed by the parties therein.”

5. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are appropriated from federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such

services, as determined by County. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed twenty-five percent (25%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer ("CAO"). If the increase or decrease exceeds twenty-five percent (25%) of the applicable County maximum obligation, approval by the County's Board of Supervisors shall be required. Any such changes in any County maximum obligation shall be effected by an amendment to this Agreement pursuant the ALTERATION OF TERMS paragraph to this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15)

days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County that a significant underutilization of funds provided under this Agreement will occur over its term, the Director or County's Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS paragraph to this Agreement.

6. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, and that County has, or intends to enter into, contracts with other providers of said services.

7. CONTRACTOR RESPONSIBILITIES:

A. Business License: Contractor shall provide evidence that it has, for a minimum of three (3) years, been in business as a provider of the temporary and as-needed personnel services described in this Agreement. Prior to the execution of this Agreement, Contractor shall provide DPH, Contracts and Grants Division, and/or County Program requesting temporary personnel services as appropriate with a copy of its current business license(s) and appropriate Employer Identification Number.

B. Prohibition Against the Utilization of County-Employed Personnel: Contractor shall not utilize any current County employed personnel (whether full-time or part-time) for the provision of services pursuant to this Agreement. Further, Contractor shall not utilize any former County-employed personnel (whether full-time or part-time) for the provision of services pursuant to this Agreement, unless such former County employed personnel have terminated their County employment at least three (3) months prior to working for Contractor, or unless County has terminated the employment of such former County-employed personnel because of County budget reductions. Failure to comply with the requirements set forth in this Paragraph shall constitute a material breach of this Agreement upon which County may, at its sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION. County's failure to exercise this right of termination

shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

C. Recruitment:

(1) Contractor shall screen all personnel prior to referring such personnel to County to assure that such personnel meet the professional qualifications described in this Agreement.

(2) Contractor shall verify, prior to referring its personnel to County that all such persons have a current California license or certificate, and any other licenses and/or certifications required by law. Documentation that Contractor has verified the current status of or a photocopy of, all such licenses and/or certifications shall be retained by Contractor for purposes of inspection and audit and shall be made available to County upon request.

Failure to comply with the requirements of this Paragraph, as determined by a County audit/compliance review, shall constitute a material breach of this Agreement upon which County shall give Contractor written A Notice of Material Breach. If such breach is not cured within ten (10) business days following the giving of such A Notice of Material Breach, or reasonable steps not undertaken by Contractor to cure such default within a reasonable time, then County may, at its sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION.

County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time. If Contractor refers an individual who lacks the appropriate licenses and/or certifications, and County inadvertently utilizes the services of such person, County shall not pay for the time worked by that individual.

(3) Occasionally County may refer highly qualified previously trained personnel to Contractor for hiring for the project, who will be required as any other recruited personnel to meet qualifications as detailed in Paragraph 8, TEMPORARY PERSONNEL'S PROFESSIONAL QUALIFICATIONS, of this Agreement.

(4) Contractor shall provide County Program, forty-eight (48) hours upon first referring its personnel for services hereunder, with a copy of all current licenses, credentials, and/or certifications, as appropriate, for each such person.

(5) If Contractor recruits out-of-state personnel to provide services hereunder, Contractor shall assure that all such personnel meet the licensing and/or certification requirements set forth by the State of California for their professional specialty. Documentation that Contractor has verified the current status of all such licenses and/or certifications shall be retained by Contractor for purposes of inspection and audit and shall be made available to County

upon request.

Failure to comply with the requirements of this Paragraph, as determined by a County audit/compliance review, shall constitute a material breach of this Agreement upon which County shall give Contractor written Notice of Material Breach. If such breach is not cured within ten (10) business days following the giving of such notice of Material Breach, or reasonable steps not undertaken by Contractor to cure such default within a reasonable time, then County may, at its sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

If Contractor refers an individual who lacks the appropriate licenses and/or certifications, and County inadvertently utilizes the services of such person, County shall not pay for the time worked by that individual.

(6) Contractor shall, at no cost to County, make all travel arrangements to and from Los Angeles, California, and shall be responsible for providing, or arranging for, housing for such out-of-state recruited personnel.

D. Infection Control: If any of Contractor's personnel are diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County patient during the usual

incubation period for such infectious disease, then Contractor shall report such occurrences to County Facility's Infection Control Department within twenty-four (24) hours of becoming aware of the diagnosis.

If a County patient is diagnosed with having an infectious disease, and such County patient has had contact with Contractor's personnel during the usual incubation period for such infectious disease, County Facility, as shall report such occurrences to Contractor.

For purposes of this Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases.

E. Physical Examination: Contractor shall ensure that each person who performs patient care services under this Agreement is examined by a California licensed physician or other licensed medical practitioner such as physician assistants and nurse practitioners on an annual or biannual basis, as required by the Joint Committee on the Accreditation of Healthcare Organizations (JCAHO) and Section 70723, Title 22, California Code of Regulations.

Contractor shall provide County, upon request, with evidence that each of its personnel is free of infectious/contagious disease(s) which would interfere with the person's ability to perform services hereunder or which could be transmitted in the work place, that each such person is immunized against

common communicable diseases, that each such person has received an initial chest x-ray, an annual TB skin test or TB symptoms evaluation or periodic chest x-ray, a measles (Rubeola) and Rubella antibody titer demonstrating immunity and/or vaccination, and that each such person has been offered a Hepatitis B antibody titer demonstrating immunity and/or vaccination. In those instances where persons have no demonstrated Hepatitis B immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon request.

Written certification that such person is free of infectious disease(s), has been tested and/or vaccinated as required above, and physically able to perform the duties described herein shall be retained by Contractor for purposes of inspection and audit and made available to County upon request. Contractor personnel provided under this Agreement must have completed the above tests prior to performing any work under this Agreement.

F. DPH Risk Management Information Handbook: Contractor's personnel assigned to County programs hereunder shall be required to read and sign a statement that he/she has read the DPH Risk Management Information Handbook regarding DPH malpractice policies and medical protocols prior to providing services under this Agreement.

G. Risk Management Program/Loss Prevention Plan: Contractor shall

provide Director with a copy of its risk management and/or loss prevention plan. If Contractor does not have a risk management and/or loss prevention plan, Director will assist Contractor in developing such a plan. Contractor shall also implement a dual notification requirement to ensure that both Contractor's Risk Manager and County's Risk Manager are promptly notified of any potential risk exposure arising from the acts or omissions of Contractor's personnel performing services hereunder.

H. Background and Security Investigations: All Contractor personnel performing services under this Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of Contractor, regardless of whether Contractor's personnel passes or fails the background clearance investigation.

8. TEMPORARY PERSONNEL'S PROFESSIONAL QUALIFICATIONS:

A. Licenses, Registrations and Certificates: Contractor-referred personnel providing services hereunder must have a valid and current California State license, registration or certificate, as appropriate, and must carry their current,

original State license, registration or certificate (not a copy) at all times.

Each County Facility, shall verify the current status of all licenses and/or certificates of all temporary personnel referred by Contractor.

County Facility may refuse utilization of any of Contractor's personnel if the above information is not provided in accordance with this Paragraph.

In the event County inadvertently utilizes a person who lacks the appropriate licenses, registrations and/or certificates, County shall not pay for any time worked by that individual.

B. Joint Commission on the Accreditation of Healthcare Organization (JCAHO) Standards: Contractor referred personnel shall meet all JCAHO requirements established for each discipline with respect to licensure, certification, registration, continuing education and in-service education.

9. PROHIBITION AGAINST COUNTY RECRUITMENT AND HIRING OF CONTRACTOR'S PERSONNEL: It is not County's intent to utilize this Agreement to solicit or recruit Contractor's personnel to County employment. Contractor understands, however, that notices regarding available positions are posted in conspicuous locations at County Facilities and that the County Facilities cannot restrict access by Contractor referred personnel to such information.

In the event any personnel referred by Contractor hereunder express interest in County employment and County Facility desires to recruit such individual, County

Facility shall give reasonable notice of such fact to Contractor.

10. PROHIBITION AGAINST THE RECRUITMENT OF COUNTY EMPLOYEES:

Except as may otherwise be expressly stated to the contrary herein, Contractor, and Contractor's employees, officers, agents independent contractors shall not hire, recruit, attempt to recruit, or cause to be recruited, any County employee to become an employee of Contractor, while Contractor, its employees, officers, agents, or independent contractors are at a County Facility.

Any such attempted hiring or recruitment of any County employee by Contractor, its employees, officers, agents, independent Contractors shall constitute a material breach of this Agreement upon which County shall immediately terminate this Agreement.

11. GENERAL CONDITIONS:

A. Contractor shall make a reasonable effort to provide the services of a specific individual when initially requested to do so by County program.

B. While at a County program, Contractor's personnel shall report to the County Program Administrator or his/her authorized designee.

C. Contractor shall maintain a system for evaluating in writing the performance of its personnel at regular intervals, but not less than annually. A copy of such evaluation shall be maintained by Contractor and shall be made available to County upon request for purposes of inspection and audit.

D. Contractor shall immediately remove any of its personnel from the provision of services hereunder upon receipt of oral or written notice from County program that the actions of such person may adversely affect the delivery of health care services or such person does not meet the productivity requirements and performance standards of County program.

In such cases, Contractor shall bill County for the actual hours (rounded up to the nearest half-hour) worked by said individual prior to his/her removal.

E. County program may refuse any individual whom either has previously requested to be removed from the provision of services.

F. Contractor's management shall be available by phone and to meet with County program staff within a reasonable time after notification by such County program.

G. Contractor's personnel who agree to perform services hereunder understand that while case requirements may be more difficult, a workload shall not be in excess of a workload of a County employee.

H. For Contractor personnel assigned to a County program, such personnel shall sign in and out on daily time sheets, consistent with the policy of the County program. A copy of the daily time sheets shall be sent (or faxed) to Contractor weekly.

I. County program may require Contractor's personnel to use County

program issued pagers during their employment period or shift. The pagers will be provided by County program and Contractor's employee(s) will be required to sign for receipt of such pagers at the beginning of assignment and be required to return the pagers to County program at the end of their work period, shift or termination, as determined by County program. County program shall establish the procedures for issuing and maintaining records of the pagers. Contractor shall be accountable for pagers while they are assigned to Contractor's personnel and Contractor shall be responsible for the replacement cost for lost or stolen or damaged pagers at the fair market value as determined in the sole discretion of County's Internal Services Department at the time of incident. Such value shall be deducted from Contractor's next scheduled billing period from the time of incident. The fair market value shall not be less than Sixty Dollars (\$60) and shall not exceed the fair market value at the time of incident.

J. Contractor shall establish appropriate policies and procedures regarding initial and follow-up procedures for Contractor personnel who experience an industrial accident (e.g., needle sticks) while providing services pursuant to this Agreement. In the event one of Contractor's assigned personnel receives a needle stick while performing services hereunder, such person's medical care

shall be at Contractor's expense. Follow-up for Contractor personnel exposed to HIV positive patients must be in accordance with Federal Centers for Disease Control guidelines and is the responsibility of Contractor and the individual.

Contractor shall give each employee and/or independent contractor providing services hereunder written instructions on the above policies and procedures, to be reviewed on an annual basis.

A copy of the above policies and procedures shall be retained by Contractor and made available to County upon request for purposes of inspection and audit.

K. Contractor shall maintain and update not less than annually a skills inventory for each professional and para-professional providing service pursuant to this Agreement.

12. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture or association, as between County and Contractor. The employees or agents, including independent contractors, of Contractor shall not be construed to be the employees or agents of County for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on

behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes, or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons, whether employees of Contractor or independent contractors to Contractor, furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, not the responsibility of County. Contractor shall bear the sole responsibility and liability for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or behalf of Contractor pursuant to this Agreement.

D. Contractor shall inform all of its employees and independent contractors who may provide services under this Agreement in writing of the provisions of this Paragraph. A copy of such written notice shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

13. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

14. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Insurance Coverage Requirements paragraph of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered

to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of

the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Public Health, Contracts and Grants Division
313 North Figueroa Street, 6th Floor-West
Los Angeles, California 90012-2659
Attention of: Patricia Gibson, Acting Division Chief

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor.

Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County.

The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

D. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

E. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with

respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' right of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions

or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures."

15. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single

accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including "owned", "leased", "hired" and/or "non-owned" vehicles, or coverage for "any auto", as each may be applicable.

C. Workers Compensation and Employers' Liability: Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors Omissions Insurance: Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 Million per occurrence and/or claim and \$3 Million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a

period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

E. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

16. CONTRACTOR'S OFFICES: Contractor's business offices are located at 13500 Crossroad Parkway North, Suite 135 City of Industry, California 91746. Contractor shall notify in writing County's Department of Public Health, Contracts and Grants Division, 313 North Figueroa Street, Los Angeles, California 90012, of any change in its business address at least ten (10) working days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's Department of Public Health, Contracts and Grants Division, in writing detailing such changes at least thirty (30) calendar days prior to the effective date thereof. Contractor understands that changes in its corporate or legal status may require County consent if Agreement is to remain effective.

17. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions contained therein are part of this Agreement.

18. NOTICES: Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, registered or certified, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by providing at least ten (10) calendar day's prior written notice to the other party.

A. Notices to County shall be addressed as follows:

1. Department of Public Health

Attn: Program Director

2. Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, 6th Floor West
Los Angeles, California 90012

Attn: Division Chief

B. Notices to Contractor shall be addressed as follows:

Attn: Chief Executive Officer

/

/

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

BY _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

Contractor

BY _____
Signature

Printed Name

Title _____
AFFIX CORPORATE SEAL)

APPROVED AS TO FORM BY THE
OFFICE OF THE COUNTY COUNSEL
ANDREA SHERIDAN ORDIN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Acting Chief
Contracts and Grants Division

ADDITIONAL PROVISIONS

DEPARTMENT OF PUBLIC HEALTH

Revised 4-1-10

TABLE OF CONTENTS

<u>Paragraph</u>		<u>Page</u>
1	ADMINISTRATION	1
2	FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE	1
3	NONDISCRIMINATION IN SERVICES	2
4	NONDISCRIMINATION IN EMPLOYMENT	4
5	FAIR LABOR STANDARDS ACT	7
6	EMPLOYMENT ELIGIBILITY VERIFICATION	7
7	CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT	8
8	CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT	8
9	RECORDS AND AUDITS	8
10	REPORTS	14
11	PUBLIC ANNOUNCEMENTS, LITERATURE	16
12	CONFIDENTIALITY	16
13	RESTRICTIONS ON LOBBYING	17
14	UNLAWFUL SOLICITATION	17
15	BOARD OF DIRECTORS	18
16	LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES	19
17	CONFLICT OF INTEREST	19
18	PURCHASES	20
19	SERVICE DELIVERY SITE - MAINTENANCE STANDARDS	22
20	RETURN OF COUNTY MATERIALS	23

TABLE OF CONTENTS

<u>Paragraph</u>		<u>Page</u>
21	STAFFING AND TRAINING/STAFF DEVELOPMENT	24
22	INDEPENDENT CONTRACTOR STATUS	24
23	TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS AND CONVENIENCE	25
24	PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE	30
25	NOTICE OF DELAYS	30
26	AUTHORIZATION WARRANTY	30
27	CONSTRUCTION	30
28	WAIVER	30
29	SEVERABILITY	31
30	GOVERNING LAWS AND JURISDICTION AND VENUE	31
31	RESOLICITATION OF BIDS OR PROPOSALS	31
32	CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER	32
33	COUNTY'S QUALITY ASSURANCE PLAN	33
34	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM AND TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	33
35	CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM	34
36	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	35
37	CONTRACTOR RESPONSIBILITY AND DEBARMENT	35

TABLE OF CONTENTS

<u>Paragraph</u>		<u>Page</u>
33	DEFAULTED PROPERTY TAX REDUCTION PROGRAM	39
39	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)	40
40	RULES AND REGULATIONS	41
41	COVENANT AGAINST CONTINGENT FEES	41
42	PURCHASING RECYCLED-CONTENT BOND PAPER	42
43	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	42
44	SAFELY SURRENDERED BABY LAW	44
45	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	45
46	NON-APPROPRIATION OF FUNDS CONDITION	45
47	COMPENSATION	46
48	PAY FOR PERFORMANCE	46
49	PUBLIC OFFICIALS/OFFICES	46
50	RECORD RETENTION	47
51	COMPLIANCE WITH CIVIL RIGHTS LAWS	47
52	CONTRACTOR'S OBLIGATIONS AS A NON-BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")	47

DEPARTMENT OF PUBLIC HEALTH

SERVICE AGREEMENT

1. ADMINISTRATION: County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit, to Director upon request, a statement executed by Contractor's duly constituted officers, containing the following information:

(1) The form of Contractor's business organization, i.e., sole-proprietorship, partnership, or corporation.

(2) Articles of Incorporation and by-laws.

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.

(4) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(5) If, during the term of this Agreement, the form of Contractor's

business organization changes, or the ownership of Contractor changes, or the Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement a statement, executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing detailing such changes.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/ patient's sexual orientation. For the purpose of this

Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

Facility access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and the Americans with Disabilities Act.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her

complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures. A copy of such nondiscrimination in services policy and procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer,

recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly

authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may determine to terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify,

defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are

targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

8. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence ("GAIN") or General Relief Opportunity for Work ("GROW") Programs who meet Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants by job category to the Contractor.

9. RECORDS AND AUDITS:

A. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. Such records shall clearly reflect the actual cost of the type of service for which

payment is claimed and shall include, but not be limited to:

(1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program

(4) Personnel records which show the percentage of time worked providing services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Agreement.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget.

Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Agreement.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location in Southern California during the term of this Agreement and for a minimum period of five (5) years following expiration or earlier termination of this Agreement, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location.

C. Preservation of Records: If following termination of this Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in

writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Agreement is conducted of Contractor by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Director and County's Department of Public Health ("DPH") – Financial Services Division; and County's Auditor-Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect.

The audit shall satisfy the requirement of the Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DPH – Department of Public Health – Financial Services Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or

nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by federal, State, or County representatives upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term

is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program/Fiscal Review: In the event County representatives conduct a program review or financial evaluation of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial records, medical records, program records, and any other records pertaining to services provided under this Agreement. Additionally, Contractor shall make its personnel, facilities, and medical protocols available for inspection at reasonable times by authorized representatives of County. Contractor shall be provided with a copy of any written program review or financial evaluation reports. Contractor shall have the opportunity to review County's program review and financial evaluation reports, and shall have thirty (30) calendar days after receipt of County's findings to review the results and to provide documentation to County to resolve exceptions. If, at the end of the thirty (30) day period, there remain exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results thereafter shall be applied to the total County payments made to Contractor for all claims paid during the program review or financial evaluation period under review to determine Contractor's liability to County.

H. Failure to Comply: Failure of Contractor to comply with the terms of

this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

10. REPORTS:

A. Contractor shall submit to County the following reports showing timely payment of employees' federal and State income tax withholding:

(1) Within ten (10) calendar days of filing with the federal or State government, a copy of the federal and State quarterly income tax withholding return, Federal Form 941, and State Form DE-3 or their equivalent.

(2) Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of federal and State employees' income tax withholding whether such payments are made on a monthly or quarterly basis. Required submission of the above quarterly and monthly reports by Contractor may be waived by Director based on Contractor's performance reflecting prompt and appropriate payment of obligations. Requirements of this Subparagraph A shall not apply to governmental agencies.

B. Contractor shall make other reports as required by Director concerning Contractor's activities as they affect the contract duties and purposes contained herein. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) calendar days' prior written

notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

11. PUBLIC ANNOUNCEMENTS, LITERATURE: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, shall have prior written approval from the Director or his/her designee prior to its publication, printing, duplication, and implementation with this Agreement. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgment that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Agreement, and all works based thereon, incorporated therein, or derived there from, shall be the sole property of County.

Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

With respect to any such items which come into existence after the commencement date of the Agreement, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's

rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

For the purposes of this Agreement, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

12. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and client/patient records, in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

13. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352)

and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

14. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

15. BOARD OF DIRECTORS: Contractor's Board of Directors shall serve as

the governing body of the agency. Contractor's Board of Directors shall be comprised of individuals as described in its by-laws; meet not less than required by the by-laws; and record statements of proceedings which shall include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by federal, State, or County representatives. The Board of Directors shall have a quorum present at each Board meeting where formal business is conducted. A quorum is defined as one person more than half of the total Board membership.

Contractor's Board of Directors shall oversee all agency contract-related activities. Specific areas of responsibility shall include executive management, personnel management, fiscal management, fund raising, public education and advocacy, Board recruitment and Board member development, i.e., training and orientation of new Board members and ongoing in-service education for existing members.

16. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations,

and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's Department of Public Health (DPH) - at any time during the term of this Agreement

17. CONFLICT OF INTEREST:

A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons implicated

and complete description of all relevant circumstances.

18. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property

indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director, for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of

any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

19. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

20. RETURN OF COUNTY MATERIALS: At expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

21. STAFFING AND TRAINING/STAFF DEVELOPMENT: Contractor shall

operate continuously throughout the term of this Agreement with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the Exhibit(s) attached hereto.

During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisorial position becomes vacant during the term of this Agreement, Contractor shall, prior to filling said vacancy, notify County's Director. Contractor shall provide the above set forth required information to County's Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement.

Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

22. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant,

employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

D. Acknowledgment that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor performing services under this Agreement and shall be filed with County's Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th

Floor, Los Angeles, California 90010. The form and content of such acknowledgment shall be substantially similar to the form entitled "EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER", attached hereto and incorporated herein by reference.

23. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS, AND CONVENIENCE:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or

under this Agreement.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or

under this Agreement.

C. Termination For Gratuities and/or Improper Consideration: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

D. Termination For Convenience: The performance of services under

this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest.

Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- (1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and
- (2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Agreement, in accordance with Paragraph 10, Records and Audits, herein, retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder.

24. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

25. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within two (2) working days, give notice thereof, including all relevant information with respect thereto, to the other party.

26. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

27. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall

be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

28. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

29. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

30. GOVERNING LAWS AND JURISDICTION AND VENUE: This Agreement shall be construed in accordance with and governed by the laws of the State of California.

Contractor hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action (other than an appeal or an enforcement of a judgment) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be deemed to be in the courts of the State of California located in Los Angeles County, California.

31. RESOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges

that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its DPH shall make the determination to re-solicit bids or request proposals in accordance with applicable County and DPH policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

32. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

33. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will

evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

34. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM AND TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act {(42 USC

Section 653a)) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 42 shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

35. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar

is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

36. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notices shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

37. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement, or other contracts, which indicates that Contractor is not responsible, County may or otherwise in addition to other

remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded and/or performing work on, County contracts for a specified period of time, which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by circumstances, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, or a non-profit corporation created by County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any public entity, or a non-profit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. County's Contractor Hearing Board will conduct a hearing where evidence on proposed debarment is presented. Contractor or Contractor's

representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and Director shall be provided an opportunity to object to the proposed decision prior to its presentation to County's Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of County's Contractor Hearing Board shall be presented to County's Board of Supervisors. County's Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed, (2) a bona fide change in ownership or management, (3) material, or (4) any other reason that is in the best interest of County.

H. County's Contractor hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years, (2) the debarment has been in effect for at least five (5) years, and (3) the request is in writing, states one or more of the grounds for reduction of the debarment, and includes supporting documentation. Upon receiving as appropriate request, County's Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, County's Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. County's Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. County's Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the County's Contractor Hearing Board.

I. These terms shall also apply to any subcontractors/consultants of County contractors.

38. DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH

COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above, shall constitute default under this agreement. Without limiting the rights and remedies available to County under any other provision of this agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

39. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

40. RULES AND REGULATIONS: During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations.

Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients.

41. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

42. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

43. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor

Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

D. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material

breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

44. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to each of its officers, employees, and agents, and shall require that each of Contractor's subcontractors providing services under this Agreement also notify and provide to each of its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org. for printing and review purposes. Further, Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

45. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. The County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers.

A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

46. NON-APPROPRIATION OF FUNDS CONDITION: Notwithstanding and other provision of this Agreement, County shall not be obligated by any provision of this Agreement during any of County's fiscal years unless funds to cover County costs hereunder are appropriated by County's Board of Supervisors. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have been terminated on June 30th of the prior fiscal year for which funds were appropriated. Director shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

47. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Attachment and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

48. PAY FOR PERFORMANCE: Contractor shall perform, complete and deliver on time, all tasks, deliverables, and services as set forth in the Agreement. For full performance of services described in the Agreement, County shall reimburse the Contractor for services rendered in accordance with the rates shown in the Attachment in a manner consistent with the terms and obligations as defined and outlined in the

Agreement.

49. PUBLIC OFFICIALS/OFFICES: No funds pursuant to this Agreement shall be used to feature in any manner the image or voice of any elected official or candidate for elected office, or directly represent the views of any elected public official or candidate for elected office.

50. RECORD RETENTION: Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Southern California and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

51. COMPLIANCE WITH CIVIL RIGHTS LAWS: The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

52. CONTRACTOR'S OBLIGATIONS AS A NON-BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"): Contractor expressly acknowledges and agrees that the provisions of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents, may have inadvertent access to patient medical records. Contractor understands and agrees that neither Contractor nor its officers, employees, or agents are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents shall maintain the confidentiality of any information obtained and shall notify DPH management personnel that such access has been gained immediately, or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its officers, employees' or agents' access to patient

medical records. Contractor agrees to provide appropriate training to its officers, employees, and agents, regarding their obligation in this regards.

Los Angeles County Chief Administrative Office
Grant Management Statement for Grants Exceeding \$100,000

Department: Public Health – Chronic Division and Injury Prevention Program

Grant Project Title and Description:

A Child Obesity Prevention Program

(Program funding for April 1, 2010 through April 1, 2012)

Funding Agency	Program (Fed. Grant #State Bill or Code #)	Grant Acceptance Deadline
Kaiser Foundation Hospitals, Southern California Region	Grant Agreement Number 20611817	None

Total Amount of Grant Funding: \$200,000

County Match Requirements: None

Grant Period:

Begin Date: April 1, 2010

End Date: April 1, 2012

Number of Personnel Hired Under this Grant: Full Time 0 Part Time 0

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant funded program? Yes ☒ No ☐

Will all personnel hired for this program be placed on temporary "N" items? Yes ☒ No ☐

Is the County obligated to continue this program after the grant expires Yes ☐ No ☒

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes ☐ No ☒

b). Identify other revenue sources Yes ☒ No ☐

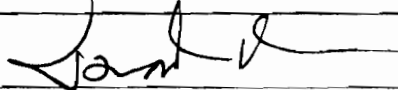
(Describe)

c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant Yes ☒ No ☐

Impact of additional personnel on existing space: None.

Other requirements not mentioned above: None

Department Head Signature



Date

3-15-10

s Angeles County Chief Administrative Office
Grant Management Statement for Grants Exceeding \$100,000

Department: Public Health – Chronic Division and Injury Prevention Program

Grant Project Title and Description:

Division of Chronic Disease and Injury Prevention - Obesity Prevention project

Funding Agency	Program (Fed. Grant #State Bill or Code #)	Grant Acceptance Deadline
The California Endowment	Grant Number 20091776	None

Total Amount of Grant Funding: \$100,000

County Match Requirements: None

Grant Period: Two year

Begin Date: March 15, 2010 End Date: March 14, 2012

Number of Personnel Hired Under this Grant: Full Time Part Time

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant funded program? Yes ☒ No ☐

Will all personnel hired for this program be placed on temporary "N" items? Yes ☒ No ☐

Is the County obligated to continue this program after the grant expires Yes ☐ No ☒

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes ☐ No ☒

b). Identify other revenue sources Yes ☒ No ☐

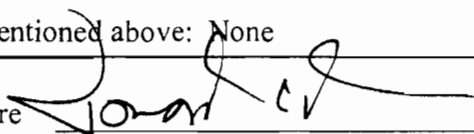
(Describe)

c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant Yes ☒ No ☐

Impact of additional personnel on existing space: None.

Other requirements not mentioned above: None

Department Head Signature



Date

4-9-10



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JONATHAN E. FREEDMAN
Chief Deputy Director

313 North Figueroa Street, Room 806
Los Angeles, California 90012
TEL (213) 240-8117 • FAX (213) 975-1273

www.publichealth.lacounty.gov



BOARD OF SUPERVISORS

Gloria Molina
First District

Mark Ridley-Thomas
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

March 25, 2010

TO: Each Supervisor

FROM: Jonathan E. Fielding, M.D., M.P.H. *J. Fielding*
Director and Health Officer

SUBJECT: **GRANT AWARD FROM THE CALIFORNIA ENDOWMENT FOR THE
CHILDHOOD OBESITY PREVENTION PROGRAM**

The Department of Public Health (DPH) has received a Grant Agreement (Attachment I) from The California Endowment (TCE) for the Division of Chronic Disease and Injury Prevention's Childhood Obesity Prevention Program, in the amount of \$100,000. The grant funds will be used to support a Technical Assistance Coordinator (Coordinator), acquired through a temporary personnel service agency. The Coordinator will develop and implement local County policies necessary to promote healthy eating and active living and address high childhood obesity rates in Los Angeles County. The TCE grant supplements an award DPH had previously received from the Kaiser Foundation which was designed to enhance efforts by DPH to prevent childhood obesity through policy and environmental changes.

The TCE grant is effective March 15, 2010 through March 14, 2012. Since TCE grants do not allow for the rollover of funds from one fiscal year to the next, TCE has requested that the agreement be signed as soon as possible so that the funds can be encumbered by March 31, 2010, the end of their fiscal year.

Due to TCE's short timeline, this is to inform you that I will be signing the Grant Agreement to expedite the acceptance of the funds. A request to your Board to formally accept the grant funds is forthcoming. DPH will incur no expenditures until the agreement is accepted by your Board.

If you have any questions or need additional information, please let me know.

JF:ly
#01463

Attachment